

15. In case it shall happen at any time that the Company shall have occasion to retake the water from the Big Cottonwood Creek or any part thereof for or on account of the failure of the City to furnish water to the Company as herein provided, it is agreed that the City upon purging itself of every default may again have, take, and use the water of the Big Cottonwood Creek under and in accordance with the terms and conditions herein specified by furnishing to the Company the water in the quantities, for the purposes, of the quality and in the manner herein set forth and by paying in full all costs damages, expenses, and attorney's fees.

Provided, however, that if any such default on the part of the City to furnish said water or comply with any of the terms of this contract and herein agreed shall continue for a period of six months, then all rights acquired by the City under and by virtue of this contract shall be forfeited and any rights granted to the City to have, take, use or enjoy the use of any of the water of Big Cottonwood Creek under and by virtue of this contract shall cease and terminate.

16. If the City, its officers, agents, servants, or employees shall, after notice to the City of any default or breach of any covenant, resist the taking of the water by the Company or any of the acts of the Company which the company shall be entitled to perform under this contract and if it shall be necessary to resort to court proceedings at law in equity or otherwise or to employ an attorney or attorneys or to institute any special proceedings of any character whatsoever for the enforcement of any right of the Company under this contract the City agrees to pay all costs, expenses, damages, and attorney's fees, incurred by the Company because of any such acts or proceedings.

17. It is mutually agreed that the City shall at its own proper cost and expense, protect, maintain and defend all the right of the Company in Big Cottonwood Creek, and will defend all actions, suits at law or proceedings of any character, before any body or tribunal or in any way involving the right to the use of the said waters or any part thereof of the said Big Cottonwood Creek as decreed to the Company and to which the Company is or may be entitled and shall defray all costs, expenses, damages, and attorney's fees that may accrue in defending and protecting said rights, keeping and saving the Company harmless from and against all expenses whatsoever by reason of the exchange of said waters herein or in the maintenance of the right to the use thereof, free from interference or any adverse claim or right by any other person whatsoever, and the Company agrees to render friendly assistance.

18. It is agreed that the Company at its own proper cost and expense shall secure all franchises and rights of way that may be necessary for the laying of the water mains and pipes over all streets, roads, alleys or private property.